



Bk: 50187 Pg: 186 Doc: AMEND
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CONFIRMATORY
AMENDMENT NO. 2 TO THE MASTER DEED
OF ELLSWORTH VILLAGE CONDOMINIUM
PHASE 2

ELLSWORTH VILLAGE, LLC, having its usual place of business at 25 Westford Lane, Acton, Middlesex County, Massachusetts 01720, being the Declarant in a Master Deed of Ellsworth Village Condominium dated July 20, 2006 and recorded with the Middlesex South District Registry of Deeds ("Registry") in Book 47846, Page 274 ("Master Deed"), in accordance with the provisions of said Master Deed as amended, including but not limited to Sections 1, 4, 11 and 14 of said Master Deed does hereby amend the Master Deed of Ellsworth Village Condominium to create Phase 2 of said Condominium to be governed by and subject to the provisions of the Master Deed, By-Laws and the Massachusetts General Laws, Chapter 183A, as amended.

1. UNIT OWNERS ORGANIZATION. The Condominium will be managed and regulated by The Ellsworth Village Condominium Association, Inc., as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES. Said Phase 2 is located on land located on Ellsworth Village Road, Acton, Middlesex County, Massachusetts, as described in Schedule A of the Master Deed and consists of Six (6) Units in Three (3) Buildings located thereon, shown on plan entitled "UNITS 7, 8, 30, 31, 32 & 33 ELLSWORTH VILLAGE CONDOMINIUM, PLAN OF LAND IN ACTON, MASSACHUSETTS (MIDDLESEX COUNTY) FOR: ELLSWORTH VILLAGE, LLC, SCALE: 1" = 40' ", which plan is dated June 6, 2007 and is recorded herewith ("Plan") and on plans entitled 1) "ELLSWORTH VILLAGE CONDOMINIUM, BUILDING 4, UNITS 7 & 8, FLOOR PLAN IN ACTON, MASSACHUSETTS (MIDDLESEX COUNTY) FOR: ELLSWORTH VILLAGE, LLC, SCALE: 1" = 5' "; 2) "ELLSWORTH VILLAGE CONDOMINIUM, BUILDING 14, UNITS 30 & 31, FLOOR PLAN IN ACTON, MASSACHUSETTS (MIDDLESEX COUNTY) FOR: ELLSWORTH VILLAGE, LLC, SCALE: 1" = 5' "; and 3) "ELLSWORTH VILLAGE CONDOMINIUM, BUILDING 15, UNITS 32 & 33, FLOOR PLAN IN ACTON, MASSACHUSETTS (MIDDLESEX COUNTY) FOR: ELLSWORTH VILLAGE, LLC, SCALE: 1" = 5' ", all dated June 6, 2007, and which unit floor plans, together with the Plan, are recorded as Plan No. 713 of 2007, being the Condominium Plans hereinafter referred to.

3. DESCRIPTION OF BUILDING. Phase 2 of the Condominium consists of Three (3) buildings each containing Two (2) Units, as shown on the Condominium Plans hereinbefore referenced. Said building is constructed principally of masonry foundation, wood frame, wood siding with asphalt shingle roof as shown in the Condominium Plans above described and having such characteristics as are set forth in Schedule B attached hereto.

4. DESIGNATION OF UNITS. Unit Designation, Number of Rooms, Approximate Area and other descriptive information are shown on the attached Schedule B and the Condominium Plans.

5. INTEREST OF UNIT OWNER. The Owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages as set forth in the attached Schedule C.

6. BOUNDARIES OF UNITS. The boundaries of the units are as set forth in Paragraph 7 of the said Master Deed.

7. RESTRICTIONS ON USE OF UNITS. The said units are subject to the restrictions as set forth in Paragraph 9 of the Master Deed.

8. UNIT APPURTENANCES. Appurtenant to each unit is membership in the Association, which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such unit. All of the units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, subject to and in accordance with the restrictions, limitations, provisions, and conditions as hereinbefore and hereinafter set forth in the Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws. The said Units are conveyed subject to and together with the benefit of the Unit Appurtenances as set forth in Paragraph 10 of the Master Deed and as further shown on the Condominium Plans.

9. COMMON AREAS AND FACILITIES. The common areas and facilities are as set forth in Paragraph 11 of the Master Deed and are further subject to the rights of the Declarant to construction of subsequent Phases as provided therein.

10. INCORPORATION OF PROVISIONS OF THE MASTER DEED. Each of the units in Phase 2 is subject to all of the provisions of said Master Deed, the By-Laws of The Ellsworth Village Condominium Association, Inc., and such Rules and Regulations as may now or hereafter be established.

THIS CONFIRMATORY AMENDMENT IS FOR THE PURPOSE OF CORRECTING SCHEDULE C ON AMENDMENT NO. 2 TO THE MASTER DEED, RECORDED WITH THE REGISTRY IN BOOK 49734, PAGE 231, WHICH ERRONEOUSLY LISTS UNIT 33 AS UNIT 22. THE SCHEDULE C ATTACHED HERETO REPRESENTS THE CORRECT NUMBER AND IDENTIFICATION OF UNITS WHICH HAVE BEEN PHASED INTO THE CONDOMINIUM, TOGETHER WITH THE CORRECT RESPECTIVE PERCENTAGE INTERESTS.

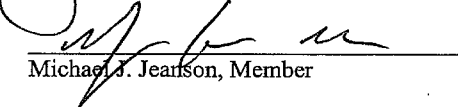
Witness our hands and seals this 25th day of September, 2007.

ELLSWORTH VILLAGE, LLC

By:


James D. Fenton, Member

By:


Michael J. Jeanson, Member

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

September 18, 2007

Then personally appeared before me, the undersigned notary public, James D. Fenton, proved to me through satisfactory evidence of identification, which was MA DRIVER'S LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Ellsworth Village, LLC, as aforesaid.

*Carole Anne Paro*

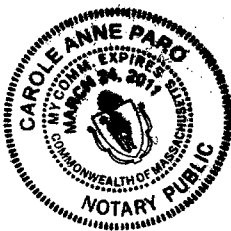
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

September 25, 2007

Then personally appeared before me, the undersigned notary public, Michael J. Jeanson, proved to me through satisfactory evidence of identification, which was MA DRIVER'S LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Ellsworth Village, LLC, as aforesaid.

*Carole Anne Paro*

Notary Public
My Commission Expires:

ELLSWORTH VILLAGE CONDOMINIUM
SCHEDULE B

<u>PHASE</u> <u>NO.</u>	<u>UNIT</u> <u>NO.</u>	<u>BUILDING</u> <u>NO.</u>	<u>STREET NO.</u>	<u>SQUARE</u> <u>FOOTAGE</u>
1	1	1	1 Ellsworth Village Road	3,615
1	2	1	3 Ellsworth Village Road	3,615
1	3	2	5 Ellsworth Village Road	3,615
1	4	2	7 Ellsworth Village Road	3,615
1	5	3	9 Ellsworth Village Road	3,615
1	6	3	11 Ellsworth Village Road	3,615
2	7	4	13 Ellsworth Village Road	3,650
2	8	4	15 Ellsworth Village Road	3,650
2	30	14	8 Ellsworth Village Road	3,635
2	31	14	6 Ellsworth Village Road	3,635
2	32	15	4 Ellsworth Village Road	3,635
2	33	15	2 Ellsworth Village Road	3,635

NOTES:

1. The Unit Designation of each unit, and a statement of its location, approximate area, number of rooms and immediate common area to which it has access and any other data necessary for its proper identification, are shown on the Condominium Plans mentioned previously and recorded herewith, which is incorporated herein and made a part hereof.
2. Each Unit contains such rooms and garage(s), as well as such other characteristics, all as shown on the condominium plans recorded herewith which is incorporated herein, to which reference is hereby made for a more particular description. Each Unit is used only as a single-family home, including any accessory uses allowed under the Town of Acton Zoning Bylaw.
3. Each Unit has an easement, as an appurtenance to the Unit, for the exclusive right to use an Exclusive Use Area consisting of the corresponding number E.U.A., as shown on the plan recorded herewith.
4. Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentage of undivided interest in the Common Areas and Facilities shall conform with the provision of the Act.
5. Units 17, 22, and 31 are the Affordable Units, as stated in the Master Deed.

ELLSWORTH VILLAGE CONDOMINIUM

SCHEDULE C

<u>PHASE</u> <u>NO.</u>	<u>UNIT</u> <u>NO.</u>	<u>BUILDING</u> <u>NO.</u>	<u>STREET ADDRESS</u>	<u>CURRENT</u> <u>PERCENTAGE</u> <u>INTEREST</u>
1	1	1	1 Ellsworth Village Road	8.823
1	2	1	3 Ellsworth Village Road	8.823
1	3	2	5 Ellsworth Village Road	8.823
1	4	2	7 Ellsworth Village Road	8.823
1	5	3	9 Ellsworth Village Road	8.823
1	6	3	11 Ellsworth Village Road	8.823
2	7	4	13 Ellsworth Village Road	8.823
2	8	4	15 Ellsworth Village Road	8.823
2	30	14	8 Ellsworth Village Road	8.823
2	31	14	6 Ellsworth Village Road	2.947
2	32	15	4 Ellsworth Village Road	8.823
2	33	15	2 Ellsworth Village Road	8.823
Total 100.000				

(subject to modification in accordance with the terms of this Master Deed)

As of the date of recording of the Master Deed, as amended, the Declarant in setting the percentages as set forth in this Schedule C, has complied with the provisions of Chapter 183(a) and pursuant to the provisions of the Master Deed, including but not limited to Paragraphs 1, 11 and 14 of the same, the Declarant reserves the right to add additional phases, in an order so desired, including the right to include sub-phases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so as at all times to be in compliance with the aforesaid provisions of Chapter 183(a). The Declarant will modify the percentage of interest of all subsequent Phases in compliance with the aforesaid provisions of Chapter 183(a) at the time of creation of such additional Phases or Sub-phases, as the same may be required depending on the type and mix of the units in the said future Phases.

REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST

Eugene C. Brune
REGISTER